

# Exhibit J

## MST, LLC Vs. North American Land Trust, et al.

Page 1

1 UNITED STATES DISTRICT COURT  
2 DISTRICT OF SOUTH CAROLINA  
3 CHARLESTON DIVISION  
4 MST, LLC,  
5 Plaintiff,  
6 vs. CASE NO. 2:22-cv-874-DCN  
7 NORTH AMERICAN LAND TRUST AND GEORGETOWN  
8 MEMORIAL HOSPITAL,  
9 Defendants.

10 GEORGETOWN MEMORIAL HOSPITAL,  
11 Third-Party Plaintiff,  
12 vs.  
13 KYLE YOUNG AND JACQUELINE YOUNG,  
14 Third-Party Defendants.

15 VIDEOTAPED VTC  
16 DEPOSITION OF: JAMES JOSEPH MURREN

17 DATE: August 12, 2024

18 TIME: 11:40 AM

19 LOCATION: NELSON MULLINS RILEY &  
20 SCARBOROUGH  
21 151 Meeting Street  
22 Suite 600  
23 Charleston, SC

24 TAKEN BY: Counsel for the Defendant and  
25 Third-Party Plaintiff,  
GEORGETOWN MEMORIAL HOSPITAL

REPORTED BY: MICHAEL DAVID ROBERTS,  
Court Reporter

---

1 the -- the family judge rule on how your assets  
2 would be divided up; is that right?

3 A. That is correct.

4 Q. How was the decision made that you  
5 would receive Weehaw in the divorce settlement, if  
6 I'm correct in saying that? Is that something that  
7 you discussed?

8 A. I didn't receive it in the divorce  
9 settlement.

10 Q. Okay. So -- and thank you for that  
11 clarification. Post divorce you and Heather still  
12 owned -- you owned 50 percent interest in Weehaw,  
13 and Heather owned 50 percent interest; is that  
14 right?

15 A. That's correct.

16 Q. Okay. And then approximately two years  
17 after your divorce, you purchased her 50 percent  
18 interest in Weehaw in November of 2023?

19 A. That's correct.

20 Q. Okay. What led to you purchasing her  
21 50 percent interest in Weehaw?

22 A. We had decided that we had two joint  
23 assets. We owned jointly the 50 percent interest  
24 in Weehaw, and we jointly owned Long Point Farm in  
25 Oxford, Maryland. And when I sold my Las Vegas

1 home, we decided -- I decided -- I asked her, and  
2 she agreed, for me to buy her out of Weehaw and  
3 Long Point Farm.

4 Q. And so now you are the sole owner of  
5 Weehaw and Long Point Farm; is that right?

6 A. That's correct.

7 Q. Your trust is. Is that more accurate  
8 to say?

9 A. More accurate to say.

10 Q. And that's the -- the JM 2021  
11 irrevocable trust; is that right?

12 A. That's correct.

13 Q. Now, you are the trustee of that trust,  
14 correct?

15 A. I don't know.

16 Q. Who is the beneficiary of the trust?

17 A. I am.

18 Q. And if I -- there are documents where  
19 you have signed as the trustee of the JM 2021  
20 Irrevocable Trust, would you dispute that?

21 A. No.

22 Q. And are you the sole beneficiary of  
23 that trust?

24 A. I am.

25 Q. Now, and I do anticipate we'll get into

1 signed this document?

2 A. None.

3 Q. Okay. And this document is titled the  
4 Third Amendment to the Total Amendment and  
5 Restatement of the Operating Agreement Dated  
6 September 19th, 2013 of MST, LLC; is that right?

7 A. That is correct.

8 Q. Okay. And if you look under the  
9 recitals here, this document makes clear that the  
10 HM 2021 irrevocable trust is assigning its 50  
11 percent interest in Weehaw to the JM 2021  
12 Irrevocable Trust; is that right?

13 A. That's correct.

14 Q. Okay. And that's pursuant to a  
15 membership interest bill of sale, is that right?  
16 And it was part of your separation agreement that  
17 this was done?

18 A. That is correct.

19 Q. And so as of today, the JM 2021  
20 Irrevocable Trust is the sole member of MST, LLC to  
21 your knowledge; is that right?

22 A. I believe so.

23 Q. Okay. Does MST -- and forgive me if  
24 I've already asked this -- but does MST, LLC own  
25 any assets other than Weehaw Plantation currently?

1 A. That is correct.

2 Q. Okay. And Rhonda writes to Hampton,  
3 Hampton, attached is the amendment to the  
4 conservation easement. Let us know if you need  
5 anything else, correct?

6 A. That's what it says.

7 Q. And then the same day, April 9, 2010,  
8 Hampton forwards that email to you with the  
9 message, please see attached; is that right?

10 A. That's what it says.

11 Q. Okay. And so based off this email, do  
12 you have any reason to dispute that you received  
13 the amendment to the conservation easement on  
14 April 9th, 2010?

15 A. I have no reason to dispute it.

16 Q. Okay. Now, I believe I asked just a  
17 minute ago what your understanding was of how the  
18 conservation easement and amendment potentially  
19 impacted Weehaw Plantation. Did you have an  
20 understanding?

21 A. Yes, a rough understanding.

22 Q. Okay. And what was that rough  
23 understanding at the time you purchased the  
24 property?

25 A. That the property could not be

1 developed outside of the contours of what was  
2 previously agreed to with the North American Land  
3 Trust.

4 Q. And what was your understanding of how  
5 the amendment potentially impacted the development  
6 of Weehaw Plantation?

7 A. I didn't focus on the amendment, but  
8 I -- it -- to my recollection, the amendment took  
9 away some building lots that were on the Weehaw  
10 property originally, and that had no bearing on my  
11 decision to buy Weehaw.

12 Q. Okay. And were you also aware at the  
13 time that you purchased Weehaw that the hospital  
14 parcel had been removed from the conservation  
15 easement?

16 A. I was.

17 Q. All right. Now, you mentioned  
18 conducting some due diligence prior to purchasing  
19 Weehaw; is that right?

20 A. Yes.

21 Q. And what due diligence did you conduct?

22 A. Just the title search and the  
23 information that Hampton Peace delivered.

24 Q. And when you refer to the information  
25 that Hampton Peace delivered, what information was

1 that?

2 A. Just the conservation easement.

3 Q. And you also don't dispute that he  
4 delivered the amendment, correct?

5 A. I don't -- I don't recall it, but I  
6 don't dispute it.

7 Q. Okay. And you also mentioned that you  
8 weren't focused on the amendment at the time. Why  
9 was that?

10 A. It was on property that I did not own.  
11 I was just focused on Weehaw, the property I was  
12 purchasing.

13 Q. But you understood that the amendment  
14 removed rights to develop five building envelopes  
15 on Weehaw when you purchased it, right?

16 A. I did understand, yes.

17 Q. And you understood that it removed the  
18 hospital property from the conservation easement on  
19 Weehaw; is that correct?

20 A. That's what I understood, yes.

21 Q. And even knowing those two things you  
22 decided to purchase Weehaw?

23 A. I did.

24 Q. All right. Let me hand you what will  
25 be Defendant's Exhibit 7.



1 recorded on December 30th, 2008 in record book 1122  
2 at page 80, and then to all covenants, conditions,  
3 restrictions and easements as may be applicable as  
4 recorded in the public records of Georgetown  
5 County.

6 Now, that was a mouthful, but did I get  
7 the material substance of that correct?

8 A. You did.

9 Q. Okay. Now, when you purchased 687.2  
10 acres of Weehaw from the Youngs, you did so with  
11 the understanding that it was subject to the  
12 conservation easement and the 2008 amendment,  
13 correct?

14 A. That is correct.

15 Q. And you made the decision to purchase  
16 Weehaw for \$3.4 million with the understanding,  
17 again, that it was subject to the conservation  
18 easement and the 2008 amendment; is that right?

19 A. That is correct.

20 Q. All right. Now, how did you arrive at  
21 the purchase price of \$3.4 million?

22 A. I believe the property was listed for  
23 approximately 4 million on Zillow, and I negotiated  
24 it. I asked Hampton Peace what he thought it might  
25 be worth. He thought it was only worth around 3

1 THE WITNESS: I -- I think NALT knows  
2 I've invested hundreds of thousands of dollars into  
3 this property to bring it back from a very -- a  
4 very neglected state, and I've worked hand in glove  
5 to make it as one of the best preserved properties  
6 in -- in -- in -- in a conservation easement, and  
7 at no point in time did I ever intend to harm NALT.

8 BY MS. TILLMAN:

9 Q. How about by filing suit against NALT  
10 and its -- the attorneys' fees that it's had to  
11 expend have been massive. Do you perceive that to  
12 be a hardship to NALT?

13 A. I'm -- I'm sorry for that.

14 Q. And if NALT agrees that -- that yes,  
15 you've done an awesome job with Weehaw and -- and  
16 it's gorgeous and it's valuable as a conservation  
17 piece, do you understand that part of its value is  
18 that it's -- it doesn't have any building rights  
19 associated with it?

20 A. I -- I would say that that would factor  
21 into NALT's thinking, yes.

22 Q. How about your thinking?

23 A. I've never considered those building  
24 lots -- those building sites as part of Weehaw.

25 Q. Say that again.